

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI**

<b>KACEY SCHULER,</b>	)	
	)	
Plaintiff,	)	
	)	Cause No.
v.	)	
	)	Division
<b>BERMAN &amp; RABIN, P.A.</b>	)	
Serve Defendant at:	)	
Registered Agent Daniel Scott Rabin	)	
15280 Metcalf Avenue	)	
Overland Park, KS 66223	)	
	)	
Defendant.	)	

**PETITION**

COMES NOW Kacey Schuler, by and through her undersigned counsel, and asserts this action under the Fair Debt Collection Practices Act (15 U.S.C. § 1692 *et seq.*) (the “FDCPA”) against Defendant Berman & Rabin, P.A. and in support thereof, states to the Court the following:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff is a natural person, citizen of Missouri, and resident of St. Louis, Missouri.
2. Defendant Berman & Rabin, P.A. (“Berman & Rabin”) is a Kansas professional association.
3. Defendant’s principal business purpose is the collection of consumer debts using the mails and other instrumentalities of interstate commerce.
4. Defendant regularly collects, or attempts to collect, debts owed or due or asserted to be owed or due another.

5. This Court has jurisdiction over the subject matter of this civil suit pursuant to the Missouri Constitution. MO. CONST. Art. V § 14.

6. This Court has statutory authority to grant the relief requested herein pursuant to 15 U.S.C. § 1692k(d).

7. Venue is proper in St. Louis County pursuant to § 508.010.2 R.S.Mo.

### **FACTS**

#### ***Defendant Violates the Bankruptcy Court's Automatic Stay***

8. On January 29, 2021, Plaintiff, by and through her attorney, filed for Chapter 13 bankruptcy protection in the United States Bankruptcy Court for the Eastern District of Missouri (Case No. 21-40332).

9. Prior to filing for bankruptcy, Easy Cash ASAP, LLC filed a debt collection suit by and through its attorneys, Berman & Rabin, against Plaintiff in the Associate Division of the Circuit Court of St. Louis County, Missouri (Case No. 20SL-AC12823) and subsequently transferred to the Circuit Court of St. Charles County (Case No. 2011-AC04477) arising out of a deficiency balance on a Consumer Loan Agreement, the proceeds of which Plaintiff used for personal and non-commercial purposes.

10. In the course of the collection suit, Berman & Rabin obtained a default judgment against Plaintiff on behalf of Easy Cash ASAP in the amount of \$2,538.93 accruing at 9% interest.

11. When she moved for bankruptcy protection, Plaintiff listed this account and corresponding judgment on her Schedule E/F and further placed Defendant Berman & Rabin on the matrix of creditors and collectors.

12. As such, Berman & Rabin received notification of the bankruptcy shortly after January 29, 2021.

13. On or about January 29, 2021, Plaintiff's creditors and collectors, including Berman & Rabin, were also notified she had retained an attorney to represent her with respect to the Easy Cash ASAP debt.

14. As of January 29, 2021, an automatic stay was in force pursuant to the United States Bankruptcy Code, which prohibited all of Plaintiff's creditors and collectors from continuing to collect or attempt to collect any consumer debts incurred prior to filing for bankruptcy.

15. Plaintiff's automatic stay remained in full force and effect during all times relevant in this Petition.

16. Notwithstanding its knowledge of the automatic stay, on March 10, 2021, Berman & Rabin filed a wage garnishment in an attempt to collect the Easy Cash ASAP debt.

17. When she received notice of the wage garnishment, Plaintiff was shocked and concerned.

18. Plaintiff was worried that Berman & Rabin was going to continue to pursue her even though she had already sought bankruptcy protection.

19. To date, the wage garnishment is still pending, and Berman & Rabin's improper collection efforts persist.

***Defendant Attempts to Collect an Improper Amount of Court Costs and Interest***

20. In addition to the fact that the Easy Cash ASAP account was subject to a pending bankruptcy proceeding, the amount Berman & Rabin attempted to collect from Plaintiff was also false.

21. In particular, the amount of court costs – and the interest accruing thereon – Defendant attempted to collect within its March 10, 2021 garnishment was grossly inflated.

22. Within its garnishment request, Berman & Rabin stated that the original judgment amount was \$2,742.93.

23. On information and belief, Defendant included the additional \$204.93 based on the court costs its client incurred when filing and serving the lawsuit.

24. However, under Missouri law, even if the judgment purports to award costs, no costs may be assessed in favor of a prevailing party under Missouri Supreme Court Rule 77.01 until the circuit clerk taxes a bill of costs.

25. The circuit clerk of St. Charles County has never entered a bill of costs in Cause Number 1111-CV08065 taxing costs in favor of Easy Cash ASAP.

26. Berman & Rabin's inclusion of those costs within its collection letter, therefore, was improper.

27. To aggravate matters, even had the clerk of the court entered a bill of costs (it did not), not all of the \$204.93 costs Defendant included within the garnishment would have been taxable.

28. In particular, and on information and belief, Berman & Rabin unilaterally included costs from the prior case, 20SL-AC12823, that it filed in the wrong county in violation of 15 U.S.C. 1692i and/or costs from its failed service attempts at an incorrect address.

29. The fact that Plaintiff must speculate about the nature of the costs Berman & Rabin decided to include within its garnishment request illustrates the need for a bill of costs, which Berman & Rabin ignored.

30. In addition, Berman & Rabin continued to assess interest on the judgment while the debt was subject to the bankruptcy stay.

31. Defendant Berman & Rabin's collection conduct as recited herein caused Plaintiff a concrete injury by misleading her and causing her confusion as to amount and legal status of her debt, by creating a risk of harm that she would pay on a debt that was subject to a bankruptcy stay and was to be discharged, by creating a risk of harm of having wages removed from her paycheck, and by requiring her to seek out the assistance and advice of an attorney on a debt that was in addition to the amount she had already paid and the work for which she had originally retained counsel.

32. Defendant Berman & Rabin's misrepresentations and other unlawful conduct as outlined herein also caused Plaintiff to suffer statutory damages in the amount of \$1,000.00, pursuant to 15 U.S.C. § 1692k.

**COUNT I: VIOLATION OF THE FDCPA**

33. Plaintiff re-alleges each and every preceding paragraph, and incorporates them by this reference as if fully set forth herein.

34. Plaintiff is a "consumer" as that term is defined by the FDCPA (15 U.S.C. § 1692a(3)).

35. Defendant is a "debt collector" as that term is defined by the FDCPA (15 U.S.C. § 1692a(6)).

36. The alleged debt arose out of consumer, family, and/or household transactions.

37. Berman & Rabin has attempted to collect the alleged debt from Plaintiff within the previous twelve months.

38. In its attempts to collect the alleged debt from Plaintiff, Berman & Rabin has violated the FDCPA, including, but not limited to, by:

a. Misrepresenting the amount, character, and legal status of the debt, in violation of 15 U.S.C. § 1692e(2)(A);

b. Engaging in harassing, abusive, unfair, and unconscionable conduct in the collection of a debt, including but not limited to violating the Bankruptcy Code's automatic stay, in violation of 15 U.S.C. § 1692d-f; and

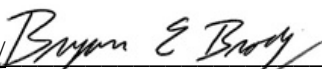
c. Taking action Defendant was not legally authorized to take, including attempting to collect a debt that was subject to a Chapter 13 bankruptcy proceeding, in violation of 15 U.S.C. § 1692e(5).

WHEREFORE, Plaintiff prays this honorable Court enter judgment in his favor and against Defendant, specifically awarding the following:

- A. A finding and conclusion that Berman & Rabin has violated the FDCPA as recited herein;
- B. Statutory damages;
- C. Actual damages;
- D. Costs, interest, and attorneys' fees as provided by law; and
- E. Such other and further relief as this Court deems just and proper in the premises.

Respectfully submitted,

**BRODY & CORNWELL**

/s/ 

Bryan E. Brody, Mo. Bar No. 57580

Alexander J. Cornwell, Mo. Bar No. 64793

7730 Carondelet Avenue, Suite 135

Saint Louis, MO 63105

314.932.1068 / fax: 314.228.0338

bbrody@brodyandcornwell.com

acornwell@brodyandcornwell.com

*Attorneys for Plaintiff*

In the  
**CIRCUIT COURT**  
**Of St. Louis County, Missouri**



For File Stamp Only

KACEY SCHULER  
 Plaintiff/Petitioner

Date

vs.

BERMAN & RABIN, P.A.  
 Defendant/Respondent

Case Number

Division

## REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now PLAINTIFF KACEY SCHULER, pursuant  
 Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

Andrew Wickliffe, D & B Legal Process Service, 5350 W.94th Terrace, Ste. 206, Prairie Village, KS 66207 913-362-8110  
 Name of Process Server Address Telephone

Name of Process Server Address or in the Alternative Telephone

Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

### SERVE:

Name

Address

City/State/Zip

### SERVE:

Name

Address

City/State/Zip

### SERVE:

Name

Address

City/State/Zip

### SERVE:

Name

Address

City/State/Zip

Appointed as requested:

**JOAN M. GILMER**, Circuit Clerk

By \_\_\_\_\_  
 Deputy Clerk

Date

/s/ Bryan E. Brody  
 Signature of Attorney/Plaintiff/Petitioner  
57580  
 Bar No.  
7730 Carondelet Ave.-Ste 135, Clayton, MO 63105  
 Address  
(314) 932-1068 (314) 228-0338  
 Phone No. Fax No.



## Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment [except as allowed by Missouri Supreme Court Rule 90.03(a)].

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, [except as allowed by Missouri Supreme Court Rule 90.03(a)], or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, <http://www.stlouisco.com>. (LawandPublicSafety/Circuit/Forms).

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

## SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.



## IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: MARY ELIZABETH OTT	Case Number: 21SL-CC01795
Plaintiff/Petitioner: KACEY SCHULER	Plaintiff's/Petitioner's Attorney/Address BRYAN ETHAN BRODY 7730 CARONDELET AVE. SUITE 135 ST. LOUIS, MO 63105
Defendant/Respondent: BERMAN & RABIN, P.A.	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Contract-Other	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: BERMAN &amp; RABIN, P.A.

Alias:

C/O DANIEL SCOTT RABIN  
15280 METCALF AVE.  
OVERLAND PARK, KS 66223

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

**SPECIAL NEEDS:** If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

21-APR-2021

Date

Further Information:

MT

Clerk

## Sheriff's or Server's Return

**Note to serving officer:** Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
- ☐ other \_\_\_\_\_.

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Must be sworn before a notary public if not served by an authorized officer:**

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

**Sheriff's Fees, if applicable**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 \_\_\_\_\_

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$.\_\_\_\_\_ per mile)

**Total** \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

## NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

### **Purpose of Notice**

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

### **Your Rights and Obligations in Court Are Not Affected By This Notice**

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

### **Alternative Dispute Resolution Procedures**

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the “neutral,” who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

**(1) Advisory Arbitration:** A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator’s decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

**(2) Mediation:** A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

**(3) Early Neutral Evaluation (“ENE”):** A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

**(4) Mini-Trial:** A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

**(5) Summary Jury Trial:** A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

### **Selecting an Alternative Dispute Resolution Procedure and a Neutral**

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

## **County Satellite Court Now Open in St. Ann**

**Hours: Mon-Fri 8:30 a.m. to 5:00 p.m. FREE PARKING**

For the convenience of North County residents, a satellite branch of the St. Louis County Circuit Court is now open at the St. Louis County Government Center Northwest at the 715 Northwest Plaza Drive in St. Ann.

### **Attending Court Hearings Remotely using E-Courts**

If you are scheduled to appear in court, you can access the courtroom remotely using the public computer stations (E-courts) in St. Ann and Clayton. These are available for use when courtroom access is restricted due to the pandemic.

**Please note:** Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

**Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.**

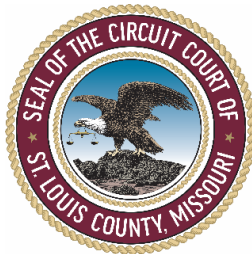
### **Filing Pleadings/New Petitions**

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

### **Filing Orders of Protection**

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

**For more information call: 314-615-8029**



**AFFIDAVIT OF SERVICE**

**State of Missouri**

**County of ST LOUIS**

**Circuit Court**

Case Number: 21SL-CC01795

Plaintiff:  
**KACEY SCHULER**

vs.

Defendant:  
**BERMAN & RABIN PA**

For:  
BRODY & CORNWELL LLC  
7730 CARONDELET AVENUE  
SUITE 135  
SAINT LOUIS, MO 63105



POW2021003672

Received by D & B Legal Services, Inc. on the 26th day of April, 2021 at 1:14 pm to be served on **BERMAN & RABIN PA C/O REGISTERED AGENT: DANIEL SCOTT RABIN, 15280 METCALF AVE, OVERLAND PARK, KS 66223.**

I, Andrew Wickliffe PPS21-0087, being duly sworn, depose and say that on the **30th day of April, 2021 at 10:18 am, I:**

served a **CORPORATION** by delivering a true copy of the **Summons in Civil Case, Notice of Alternative Dispute Resolution Services, County Satellite Court Now Open in St Ann Notice and Petition** with the date and hour of service endorsed thereon by me, to: **MEGAN HESS as LEGAL ASSISTANT for BERMAN & RABIN PA**, at the address of: **15280 METCALF AVE, OVERLAND PARK, KS 66223.**

I certify that I am over the age of 18 and have no interest in the above action and the foregoing statements made by me are true and correct.

Subscribed and Sworn to before me on the 3rd day of May,  
2021

NOTARY PUBLIC



**Andrew Wickliffe PPS21-0087**  
Process Server

**D & B Legal Services, Inc.**  
**P.O. Box 7471**  
**Overland Park, KS 66207**  
**(913) 362-8110**

Our Job Serial Number: POW-2021003672





## IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: MARY ELIZABETH OTT	Case Number: 21SL-CC01795
Plaintiff/Petitioner: KACEY SCHULER	Plaintiff's/Petitioner's Attorney/Address BRYAN ETHAN BRODY 7730 CARONDELET AVE. SUITE 135 ST. LOUIS, MO 63105
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C/O DANIEL SCOTT RABIN  
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OVERLAND PARK, KS 66223

COURT SEAL OF



ST. LOUIS COUNTY

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21-APR-2021

Date

Further Information:

MT

*Joan P. Shilling*  
Clerk

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I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).

☐ other \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Must be sworn before a notary public if not served by an authorized officer:**

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

(Seal)